

STATEMENT OF WORK AGREEMENT

Client PO#: _____
Client Name: County of San Bernardino Medical Ctr
Client Number: _____
Agreement Number: BG90222CM.SBC _____
Start Date: March 1st 1999
Estimated End Date: June 4th 1999
Estimated Duration: 14 weeks
Prepared By: Bernadette Geuy

Description of Services

Description of work to be performed by location:

INS will provide San Bernardino County Medical Center (CMC) with INS Professional Services in the form of a Project Manager to develop and maintain the technical project plan and implementation schedule for opening the new Arrowhead Regional Medical Center (ARMC).

The Project Manager will be responsible for developing an overall project plan that identifies the major tasks and dependencies. This plan will be used for establishing a tentative date for the hospital's opening. The plan will include the critical path, risks and alternative plans for meeting the scheduled date. The project plan will incorporate tasks from IT (including network and application dependencies), Facilities, as well as for OSHPOD and the master construction plan.

In addition to the project plan development, the Project Manager will develop a process for tracking problems and issues that impact plans for the hospital's opening. Weekly status meetings will be facilitated by the Project Manager to track progress-against-plan, develop contingency plans, and review open issues. Status reports and a revised project plan will be presented to Hospital administration staff weekly.

Deliverables

Project Plan and Implementation Schedule
Issue Tracking Process
Weekly Status Reports & Updated Project Plans

Duration

The project management requirement is estimated to be for a duration of 14 weeks, through June 4th. Extension of this term is at the option of the CMC where mutually agreed to by INS regional management.

The CMC will have the opportunity to continue or discontinue service as required. Extension for service beyond the not-to-exceed cost allocation will only occur via authorization by CMC administrative management.

Terms and Conditions

Initiation of Work

To initiate work, INS requires a purchase order for \$108,500.00 based on an estimated (700) hours referencing this statement of work, and accompanied by this signed document. INS will invoice completed work on a monthly basis. Invoices are payable upon receipt of invoice.

Pricing: Labor: \$ 155.00 p/hr _____ Travel: \$ n/a _____ Other: \$ n/a _____ Total: \$ 108,500.00 _____

Invoice Instructions

Submit invoice with valid documentation to:

Copy to:

Name:

Address:

Phone:

Fax:

Additional Terms of Engagement

INS will invoice services and expenses monthly and client agrees to pay all invoices upon receipt. Client is responsible for all applicable taxes, except for taxes due on the net income of INS. INS WARRANTS THAT THE SERVICES WILL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER AND INS MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. INS is in the business of providing network consulting services drawing upon the knowledge, understanding and expertise INS has gained in the course of working with many individual clients, both similar and different from Client. Nothing in this SOW or otherwise is intended to assign rights or limit INS' use of any know-how or knowledge to the extent it does not include clients confidential information and that INS had prior to providing the services or that INS obtains during its performance under this SOW. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES NOR SHALL EITHER PARTY'S LIABILITY EXCEED THE VALUE OF THIS SOW. During the term of this SOW and for 12 months thereafter neither party will solicit for employment any employee or contractor of the other who was directly or indirectly involved in the services performed under this SOW. A general advertisement or a request for employment initiated exclusively by the employee is not considered a solicitation.

Accepted and Agreed to by:

INTERNATIONAL NETWORK SERVICES

SAN BERNARDINO COUNTY MEDICAL CENTER

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____
